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**Service Contract**  
**January 1, 2016 – December 31, 2017**

**Point Judith Country Club**  
**150 Windermere Rd.**  
**Narragansett, RI 02882**

## **TERMS AND CONDITIONS**

Clivus New England, Inc., (hereafter referred to as CNE) shall enter into this Service Contract with Point Judith Country Club (hereafter referred to as PJCC) pursuant to which CNE will service the composting waste treatment systems located at 150 Windermere Rd, Narragansett, RI 02882, as per the terms and conditions set forth in the following paragraphs. No other Service Contract terms are implied.

This service contract shall be in effect for two (2) years during the period of January 1, 2016, through December 31, 2017, and shall include two (2) visits per year during the season of use at a cost of **\$325 per visit**. *The number and frequency of service visits can be adjusted up or down to fit actual maintenance needs once visitor usage of the units has been established during the first full season of use.*

This Service Contract shall commence once these terms are agreed upon. Thirty days prior to the termination date, a renewal contract shall be offered for one or more years as requested.

This Service Contract does not include repairs of damage or malfunctions caused by loss of power or water or by accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or another natural force, or the relocation of any CNE installed components. PJCC shall be billed separately for any repairs, service, or replacement costs resulting from any of the above circumstances or conditions.

This Service Contract applies only to the system components installed by CNE. Any alterations or attachments to the CNE equipment shall invalidate this agreement unless written authorization is obtained from CNE.

All components manufacturers' warranties shall be part of this Service Contract, and this Service Contract shall include installation of parts replaced under warranty.

Paint thinners and other petroleum products, harsh chemicals, pesticides and yard care products shall not be disposed of in the composting toilet system.

CNE shall have reasonable access, including but not limited to weekday daytime hours, to all components of the composting toilet system with a 24-hour notice during the time this contract remains in effect.

Service will include but is not limited to the following during a scheduled service call:

- Total system component inspection
- Ventilation system cleaning
- Moistening of composting masses
- Liquid level monitoring
- Leveling and aeration of composting masses
- Removal of non-biodegradable items
- Addition of carbon source to adjust mass consistency
- Addition of redworms if conditions are adequate
- Addition of compost enhancer bacteria
- Operation and maintenance training
- Supplies to be included: shavings and bacteria



Replacement parts or components and installation of the same shall be billed separately when any limited warranty from the manufacturer has expired for those parts or components. CNE shall be notified of any malfunctioning or breakdown of any part or component as soon as discovered by PJCC.

Pumping and compost removal fees are additional. It is estimated that pumping for liquids will be required once annually.

Payment for service and other charges including but not limited to emergency service calls is due upon receipt of invoice. Emergency service calls shall be billed at a rate of \$175 per hour with a minimum of two hours billed (\$350 minimum).

Should PJCC fail to make any payment due hereunder, or be or become insolvent or be a party to our acquiesce in any bankruptcy or receivership proceeding in any similar action affecting the affairs or property of PJCC, CNE may refuse to continue to service the equipment once the contract has expired and may furnish service on a time, travel, and material basis only.

Should occupancy or ownership of the property change, all terms and conditions shall remain in effect, and all rights and obligations of PJCC become the rights and obligations of the new occupants or owners provided CNE is notified in writing by PJCC and acknowledged by CNE.

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Brett Johnson  
Point Judith Country Club

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Date

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Christopher M. Head  
Field Services Manager  
Clivus New England, Inc.

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Date